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Docket No. 17525 (BOT)

JUN 12 2008**PATENT IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

U.S. Patent No.: 7,341,843 B2
Issued: March 11, 2008
Application No.: 10/821,669
Applicant: Attassi, Z.M.
Confirmation No.: 9880
Filed: April 9, 2004
Group Art Unit: 1645
Examiner: Portner, V. A.
Docket No.: 17525 (BOT)
Customer No.: 51957
Patent Title: Botulinum Toxin A Peptides
and Methods of Predicting and Reducing
Immunoresistance to Botulinum Toxin Therapy

PETITION

June 12, 2008

By Fax: 571-273-8300

Attn: Office of Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir,

It is our request to correct the Assignee information on the issued U.S. Patent. We inadvertently failed to include the second assignee name on the Issue Fee Transmittal. The Assignment was recorded in the USPTO under both Assignees on May 11, 2007; Reel/Frame 019279/0979. We are also including a copy of this document.

We ask that the file be forwarded to the Certificates of Correction Branch for issuance of a Certificate of Correction. Should there be any questions, the Examiner is invited to call the undersigned agent. Please use Deposit Account 01-0885 for the payment of any fees due in connection with the current response.

Respectfully submitted,



Dean G. Stathakis, Ph.D.
Registration No. 54,465
Agent of Record

**ALLERGAN****LEGAL DEPARTMENT**

2525 Dupont Drive

Irvine, California 92612-1599

Tel: 714/246-6521 Fax: 714/246-4249

1 of 1

AN G. STATHAKIS COMPANY: 2525 DUPONT DRIVE

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JUN 12 2008**UNITED STATES PATENT AND
TRADEMARK OFFICE****Facsimile Transmission**

To: **Name:** DEAN G. STATHAKIS
 Company: 2525 DUPONT DRIVE
 Fax Number: 17142464249
 Voice Phone:

From: **Name:** ASSIGNMENT SERVICES BRANCH
 Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

| Pg# | Description |
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| 1 | Cover Page |
| 2 | 638.TXT |
| 4 | Document 1, Batch 925988 |

17525 (BOT)

USPTO ASSIGNMENT SYSTEM PROCESSING

Date and time of transmission: Friday, May 11, 2007 3:28:58 PM
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 11, 2007

PTAS

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500275216A

DEAN G. STATHAKIS
2525 DUPONT DRIVE
T2-7H
IRVINE, CA 92612UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/11/2007

REEL/FRAME: 019279/0979
NUMBER OF PAGES: 5BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 17525 (BOT)

ASSIGNOR:

ATASSI, M. ZOUHAIR

DOC DATE: 07/28/2004

ASSIGNEE:

ALLERGAN, INC.
2525 DUPONT DRIVE
T2-7H
IRVINE, CALIFORNIA 92612

ASSIGNEE:

BAYLOR COLLEGE OF MEDICINE
ONE BAYLOR PLAZA
HOUSTON, TEXAS 77030

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.USPTO.gov

AN G. STATHAKIS COMPANY:2525 DUPONT DRIVE

019279/0979 PAGE 2

SERIAL NUMBER: 10821669 FILING DATE: 04/09/2004
PATENT NUMBER: ISSUE DATE:
TITLE: BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREDICTING AND REDUCING
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

SERIAL NUMBER: 11693095 FILING DATE: 03/29/2007
PATENT NUMBER: ISSUE DATE:
TITLE: BONT/A PEPTIDES AND METHODS OF PREDICTING AND REDUCING
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

SERIAL NUMBER: 11693104 FILING DATE: 03/29/2007
PATENT NUMBER: ISSUE DATE:
TITLE: BONT/A PEPTIDES AND METHODS OF PREDICTING AND REDUCING
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

SERIAL NUMBER: 11693111 FILING DATE: 03/29/2007
PATENT NUMBER: ISSUE DATE:
TITLE: BONT/A PEPTIDES AND METHODS OF PREDICTING AND REDUCING
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

AN G. STATHAKIS COMPANY: 2525 DUPONT DRIVE

JUN 12 2008

PATENT ASSIGNMENT

Electronic Version v1.1
Worksheet Version v1.105/11/2007
500275216

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| M. Zouhair Atassi | 07/28/2004 |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------|
| Name: | Allergan, Inc. |
| Street Address: | 2525 Dupont Drive |
| Internal Address: | T2-7H |
| City: | Irvine |
| State/Country: | CALIFORNIA |
| Postal Code: | 92612 |

| | |
|-----------------|----------------------------|
| Name: | Baylor College of Medicine |
| Street Address: | One Baylor Plaza |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77030 |

PROPERTY NUMBERS Total: 4

| Property Type | Number |
|---------------------|----------|
| Application Number: | 10821669 |
| Application Number: | 11693095 |
| Application Number: | 11683104 |
| Application Number: | 11693111 |

CORRESPONDENCE DATA

Fax Number: (714)246-4249

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7142466521

Email: Ferguson_Bonnie@Allergan.com

CH \$160.00 10821669

AN G. STATHAKIS COMPANY: 2525 DUPONT DRIVE

Correspondent Name: Dean G. Stathakis
Address Line 1: 2525 Dupont Drive
Address Line 2: T2-7H
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 17525(BOT)

NAME OF SUBMITTER: Dean G. Stathakis

Total Attachments: 3
source=17525Assignment#page1.tif
source=17525Assignment#page2.tif
source=17525Assignment#page3.tif

DOCKET NO: 17525 (BOT)

Page 1

ASSIGNMENT

THIS ASSIGNMENT is made by M. ZOUHAIR ATASSI having a principal place of residence at 11743 CAWDOR WAY, HOUSTON, TEXAS, 77024, (hereinafter "ASSIGNOR") to ALLERGAN, INC., having its principal place of business at 2525 DUPONT DRIVE, IRVINE, CALIFORNIA, 92612 and BAYLOR COLLEGE OF MEDICINE, having its principal place of business at ONE BAYLOR PLAZA, HOUSTON, TEXAS, 77030 (hereinafter ASSIGNEES).

WHEREAS, ASSIGNOR has invented and owns a new and useful invention for which an application for Letters Patent of the United States entitled BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREDICTING AND REDUCING IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY was filed on April 9, 2004, bearing Serial No. 10/821,669;

WHEREAS, ASSIGNOR believes himself to be the original inventor of said invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, as to Baylor College of Medicine, ASSIGNOR acknowledges that he is assigning his right as part of his obligations as College Personnel, under the Baylor College of Medicine Patent Policy; and

WHEREAS, the parties desire to have a recordable instrument assigning the ASSIGNEES as equal co-owners of the entire right, title and interest in, to, and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEES to ASSIGNOR of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers and sets over in equal share to ASSIGNEES, their successors, legal representatives and assigns, the full and exclusive right, title and interest in, to, and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof including, without limitation, continuation, division, continuation-in-part, substitute, reexamination, reissue, renewal, extensions, inventor's certificate, utility model or any other legal instrument equivalent thereto, pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial

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possessions and in any and all foreign countries; and the full and exclusive right, title and interest in, to and under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said ASSIGNEES, their successors, legal representatives and assigns, for the use of said ASSIGNEES, their successors, legal representatives and assigns, for the full end of the term or terms for which the same may be granted, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR, had this sale and assignment not been made.

AND for the same consideration, said ASSIGNOR hereby covenants and agrees to and with said ASSIGNEES their successors, legal representatives and assigns, that, at the time of execution and delivery of said consideration, said ASSIGNOR is the sole and lawful owner of the full and exclusive right, title and interest in, to and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries; and that no sale, assignment, transfer, or any other agreement or encumbrance was or will be made or entered into which would conflict with this assignment and sale, and that said ASSIGNOR has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said ASSIGNOR further covenants and agrees to and with said ASSIGNEES, their successors, legal representatives and assigns, that where lawful and desirable and whenever requested by said ASSIGNEES, their successors, legal representatives and assigns, said ASSIGNOR will promptly provide any and all known and accessible facts, data or any other pertinent information thereof; promptly execute and deliver any and all papers, documents, forms, declarations, oaths, affidavits and other legal instrument thereof; promptly assist and participate in any and all depositions, hearings, and trials; and testify under oath in any and all interference, litigation or any other judicial proceeding thereof; and promptly complete any and all actions necessary or desirable to carry out any and all purposes thereof, relating to any and all proceedings in connection with the submission, procurement, issuance, maintenance, enforcement or defense relating to said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries; without charge to said ASSIGNEES, their successors, legal representatives and assigns, but at the cost and expense of said ASSIGNEES, their successors, legal representatives and assigns.

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Page 3

AND said ASSIGNOR hereby authorizes and requests that any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries be issued to said ASSIGNEES, their successors, legal representatives and assigns as the ASSIGNEES of the full and exclusive right, title and interest in, to, and under said invention, for the sole use of said ASSIGNEES, their successors, legal representatives and assigns.

IN WITNESS THEREOF, I have executed this Assignment on this 28 day of July, 2004.


M. Zouhair Atassi

Acknowledgement

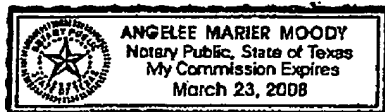
State of TEXAS)

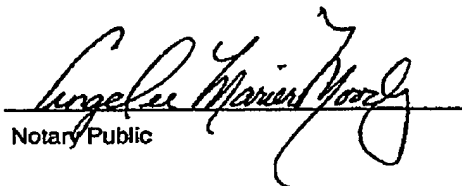
) ss:

County of HARRIS)

On this 28 day of July, 2004 before me, M. Zouhair Atassi, personally appeared M. ZOUHAIR ATASSI, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and ~~acknowledged to me that he executed the same in his authorized capacity, and that by his signature on~~ the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS by my hand and official seal.




Notary Public